

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

KIAWAH ISLAND UTILITY, INC.,

Plaintiff,

Civil Action No. 1:19-cv-09775-JGK

v.

WESTPORT INSURANCE CORPORATION;
SWISS RE INTERNATIONAL SE; LLOYD'S
SYNDICATE 1882 CHB; and MEARS GROUP,
INC.,

Defendants.

USDC SDNY
DOCUMENT
ELECTRONICALLY FILED
DCC#
DATE FILED: 1-22-2020

ORDER

This matter is before the Court on the Parties' Joint Stipulation Requesting Stay of Action ("Stipulation"). Having reviewed the Stipulation and being otherwise sufficiently advised in the premises, it is hereby **ORDERED** that:

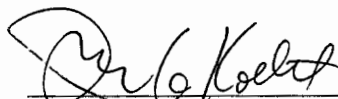
1. The Court's style for this action is revised as follows:

Kiawah Island Utility, Inc. v. Swiss Re International SE and Chubb Underwriting Agencies Limited on Behalf of Syndicate 1882, U.S. District Court for the Southern District of New York, Civil Action No. 1:19-cv-09775-JGK

2. The current action is stayed subject to retaining the limited jurisdiction necessary to address any issues set forth in Paragraph 5 of the Stipulation.

3. The Court acknowledges that the Parties disagree as to whether the retained jurisdiction of the Court extends to motions for joinder of parties to the arbitration and/or consolidation motions, and that the Parties reserve their respective rights, positions, and defenses with respect to any such motions, as set forth in Paragraph 6 of the Stipulation.

Dated: 1/21/20



THE HONORABLE JOHN G. KOELTL
UNITED STATES DISTRICT JUDGE

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

KIAWAH ISLAND UTILITY, INC.,

Plaintiff,

Civil Action No. 1:19-cv-09775-JGK

v.

WESTPORT INSURANCE CORPORATION;
SWISS RE INTERNATIONAL SE; LLOYD'S
SYNDICATE 1882 CHB; and MEARS GROUP,
INC.,

Defendants.

**JOINT STIPULATION
REQUESTING STAY OF ACTION**

Plaintiff Kiawah Island Utility, Inc. ("KIU") and Defendants Swiss Re International SE and Chubb Underwriting Agencies Limited on Behalf of Syndicate 1882 (misidentified in Plaintiff's Complaint as "Lloyd's Syndicate 1882 CHB") (collectively "Insurers") jointly stipulate and request as follows:

1. On October 22, 2019, the U.S. District Court for the District of South Carolina, Charleston Division, granted Insurers' Motion to Compel Arbitration and transferred KIU's claims against Insurers to this Court to enforce the requirement of arbitration in the state of New York.
2. Since the transfer to this Court only involved the claims asserted by KIU against Insurers, KIU and Insurers request that the Court's style for this action be revised as follows and that all future filings utilize the revised style:

Klawah Island Utility, Inc. v. Swiss Re International SE and Chubb Underwriting Agencies Limited on Behalf of Syndicate 1882, U.S. District Court for the Southern District of New York, Civil Action No. 1:19-cv-09775-JGK

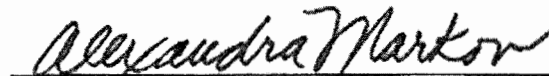
3. Subsequent to the South Carolina District Court's order compelling arbitration, KIU and Insurers have reached an agreement to proceed to binding arbitration in New York, New

York, where all disputes and/or claims between the parties will be finally resolved by an arbitration Tribunal in accordance with the Arbitration Clause contained in Insurers' Policy No. B0180ME1504780, except to the extent the provisions in the Arbitration Clause are modified by the "Arbitration Procedure Agreement" ("Procedure Agreement"), which is currently being jointly drafted by the parties.

4. At this time, the parties have agreed to appoint their respective neutral arbitrators on or before January 17, 2020, and, as noted above, are currently developing an agreed Procedure Agreement in order to facilitate the procedural process involved with arbitration.
5. Pursuant to 9 U.S.C. § 3, the Court is jointly requested by the parties to stay the current action subject to retaining the limited jurisdiction necessary to address the following arbitration related issues (and as set forth in Paragraph 8 of the Procedure Agreement):
 - (i) to enforce and compel the agreed arbitration pursuant to the Arbitration Clause contained in the Policy, the October 22, 2019, Order of the South Carolina District Court, and the Procedure Agreement;
 - (ii) to hear and decide any dispute relating to the arbitrator selection process, including objections to arbitrators named by either party as may be appropriate under the Procedure Agreement;
 - (iii) to facilitate the issuance, service, and/or compliance by KIU, Insurers, or any third-party with any subpoena issued under the authority of the arbitration Tribunal in accordance with the provisions of Fed. R. Civ. P. 45 and 9 U.S.C. § 7;
 - (iv) to enforce and/or confirm (a) awards issued by the Tribunal, and (b) interim orders of the Tribunal, including any orders by the Tribunal granting or denying the joinder of any other party(ies) or the consolidation of the arbitration with any other related arbitration, as permitted by applicable law;

- (v) to enter Final Judgment confirming the order or award of the arbitration Tribunal as prescribed by the Federal Arbitration Act and/or New York Convention; and
 - (vi) to hear and decide any application to vacate, modify, or correct the final order or award of the arbitration Tribunal pursuant to the rules applicable to such decisions as prescribed by the Federal Arbitration Act and/or New York Convention.
6. KIU and Insurers disagree whether the retained jurisdiction of the Court extends to motions for joinder of parties to the arbitration and/or consolidation motions.¹ KIU and Insurers reserve their respective rights, positions, and defenses with respect to any such motions.
7. KIU and Insurers shall bear their own respective fees and court costs.

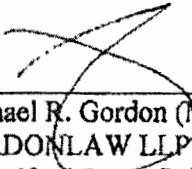
Respectfully submitted,



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¹ The joinder of additional parties to the instant arbitration and/or the consolidation of another arbitration with the instant arbitration.



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Attorneys for Plaintiff Kiawah Island Utility, Inc.

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was electronically filed with the Clerk of Court on this 2/5th day of January, 2020 by using the CM/ECF system which sent notification of such filing to all counsel.


Alexandra F. Markov